

1 Mitchell J. Popham (SBN: 126194)
 2 mpopham@lockelord.com
 3 Nina Huerta (SBN: 229070)
 4 nhuerta@lockelord.com
 5 LOCKE LORD BISSELL & LIDDELL LLP
 6 300 South Grand Avenue, Suite 2600
 7 Los Angeles, California 90071
 8 Telephone: 213-485-1500
 9 Facsimile: 213-485-1200

10 Attorneys for Defendant
 11 BRIT UW LTD., UNDERWRITING AT LLOYD'S,
 12 LONDON UNDER THE NAME OF BRIT SYNDICATE 2987

13 Michele Miller (SBN: 213723)
 14 mm@artisanlaw.com
 15 MCKAGUE & TONG, LLP
 16 250 Montgomery Street, Suite 1400
 17 San Francisco, CA 94104
 18 Telephone: (415) 409-5222
 19 Facsimile: (415) 409-0467

20 Attorneys for Defendant
 21 ALTAROCK ENERGY, INC.

22 UNITED STATES DISTRICT COURT
 23 NORTHERN DISTRICT OF CALIFORNIA

24 **CV 11**

25 **1749**

26 NORTHERN CALIFORNIA POWER
 27 AGENCY, a joint powers agency,

28 Plaintiff,

29 vs.

30 ALTAROCK ENERGY, INC., a Delaware
 31 corporation; LLOYD'S OF LONDON; DOES
 32 1 through 10,

33 Defendants.

34 CASE NO.

35 NOTICE OF REMOVAL TO FEDERAL
 36 COURT

37 [28 U.S.C. § 1332]

38 [Removal from the Superior Court of California,
 39 Marin County, Case No. CIV 1101102]

40 Complaint Filed: March 2, 2011

E-filing

FILED

APR - 8 2011

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

EMC

1 **TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL INTERESTED**
 2 **PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendant Brit UW Ltd., underwriting at
 4 Lloyd's, London under the name of Brit Syndicate 2987 ("Brit") and Defendant AltaRock Energy,
 5 Inc. ("AltaRock") (hereinafter, collectively "Defendants") hereby remove this action from the
 6 Superior Court of California, County of Marin, to the United States District Court for the Northern
 7 District of California and state as follows:

8 **STATEMENT OF THE CASE**

9 1. On March 2, 2011, plaintiff Northern California Power Agency ("Plaintiff")
 10 commenced an action in the Superior Court of California, Marin County, entitled *Northern*
 11 *California Power Agency v. AltaRock Energy, Inc., et al.*, Case No. CIV 1101102 (the "State Court
 12 Action"). A true and accurate copy of the Summons, Civil Cover Sheet, Proof of Service, and
 13 Complaint in the State Court Action are attached hereto as Exhibits 1.

14 2. Defendants have attached to this Notice of Removal all state court pleadings or orders
 15 served on Defendants as of the date of this filing.

16 **DIVERSITY JURISDICTION**

17 3. A case may be removed to a federal court if it could have been brought in that federal
 18 court originally. 28 U.S.C. § 1441(b); *Rivet v. Regions Bank of Louisiana*, 522 U.S. 470, 474
 19 (1998).

20 4. This Court has jurisdiction over this matter under 28 U.S.C. § 1332 because there is
 21 complete diversity of citizenship between Plaintiff and all Defendants and more than \$75,000,
 22 exclusive of interest and costs, is at stake.

23 5. Plaintiff is an agency formed under the laws of California and is a citizen of
 24 California.

25 6. None of the Defendants in this action are now, or at the time of the filing of the
 26 Complaint were, a citizen of California.

27 7. Brit is a company organized under the laws of England and Wales with its principal
 28 place of business in London, England.

8. AltaRock is a Delaware corporation with its principal place of business in the State of Washington. AltaRock's "high level officers direct, control, and coordinate the corporation's activities" out of its office located in Seattle, Washington. *Hertz Corp. v. Friend*, __ U.S. __, 138 S.Ct. 1181 (2010). Accordingly, AltaRock is not a citizen of California.

9. Finally, it is "more likely than not" that the amount in controversy exceeds \$75,000. *See Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996). Plaintiff alleges in its Complaint that Defendants have caused financial harm to Plaintiff of approximately \$7,500,000. Therefore, more than \$75,000 is at issue in this case.

REMOVAL REQUIREMENTS

10. The undersigned counsel represent Brit and AltaRock. Upon information and belief, no other defendants have been served with the Complaint in this matter, and therefore additional consent to this removal is not required. *See Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 n.1 (9th Cir. 1988) (requirement for consent applies "only to defendants properly joined and served in the action").

11. Venue is proper in this Court, pursuant to 28 U.S.C. § 1441(a), because the Northern District of California is the federal judicial district embracing the Superior Court of California for the County of Marin, where the State Court Action was originally filed.

12. Pursuant to Local Rule 3-2(d), this case should be assigned to either the San Francisco or Oakland divisions because it is a civil action that arose in the County of Marin.

CONCLUSION

By this Notice of Removal and the associated attachments, Defendants do not waive any objections they may have as to service, jurisdiction or venue, or any other defenses or objections they may have to this action. Defendants intend no admission of fact, law or liability by this Notice, and expressly reserve all defenses, motions and/or pleas.


WHEREFORE, Defendants pray that the State Court Action be removed to this Court, that all further proceedings in the State Court Action be stayed, and that Defendants receive all additional relief to which they are entitled.

Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071

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Dated: April 8, 2011

LOCKE LORD BISSELL & LIDDELL LLP

By: 

Mitchell J. Popham

Nina Huerta

Attorneys for Defendant

BRIT UW LTD., UNDERWRITING AT LLOYD'S,
LONDON UNDER THE NAME OF BRIT
SYNDICATE 2987

Dated: April 8, 2011

MCKAGUE & TONG, LLP

By: 

Michele Miller

Attorneys for Defendant

ALTAROCK ENERGY, INC.

EXHIBIT 1

RECEIVED

MAR 7 6 2011

Name William D. SUMMONS
Signature [Signature] CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

ALTAROCK ENERGY, INC., a Delaware corporation; LLOYD'S OF LONDON;
DOES 1 through 10,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NORTHERN CALIFORNIA POWER AGENCY, a joint powers agency

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

MAR - 2 2011

KIM TURNER
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Lucchesi, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Marin County Superior Court

3501 Civic Center Drive

Room 116

San Rafael, CA 94903

CASE NUMBER:
(Número del Caso)

CIV 1101102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Geoffrey Spellberg SBN121079 /Kevin E. Gilbert SBN209236

Meyers Nave (415) 421-3711

575 Market Street, Suite 2600, San Francisco CA 94105

DATE:

(Fecha)

MAR 2 2011

KIM TURNER

Clerk, by
(Secretario)

C. LUCCHESI

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

SEAL

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.2. ☐ as the person sued under the fictitious name of (specify):3. ☒ on behalf of (specify):

under:

☒ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)4. ☒ by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Geoffrey Spellberg SBN 121079/Kevin Gilbert SBN 209236 Meyers Nave 575 Market Street, Suite 2600 San Francisco, CA 94105 TELEPHONE NO.: 415-421-3711 FAX NO.: 415-421-3767 ATTORNEY FOR (Name): Plaintiff Northern California Power Agency		FOR COURT USE ONLY RECEIVED MARIN COUNTY SUPERIOR COURT 2011 MAR -2 P 12:58
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Marin STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: Room 116 CITY AND ZIP CODE: San Rafael, CA 94903 BRANCH NAME		
CASE NAME: NORTHERN CALIFORNIA POWER AGENCY v. ALTAROCK ENERGY, INC., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	CASE NUMBER: CIV 1101102 JUDGE: Chernus DEPT: B

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <input type="checkbox"/> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 2, 2011

Geoffrey Spellberg

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, . Geoffrey Spellberg, SBN 121079 Meyers Nave 575 Market Street, Suite 2600 TEL PHONE NO.: 415-421-3711 FAX NO. (Optional): 415-421-3767 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff Northern California Power Agency, a joint powers		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: Room 103 CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civil Division		
PLAINTIFF/PETITIONER: NORTHERN CALIFORNIA POWER AGENCY DEFENDANT/RESPONDENT: ALTAROCK ENERGY, INC., a Delaware corporation		
PROOF OF SERVICE OF SUMMONS		CASE NUMBER: CIV1101102 Ref. No. or File No.:

(Separate proof of service is required for each party served.)

At the time of service I was at least 18 years of age and not a party to this action.

I served copies of:

- a. ☒ summons
- b. ☒ complaint
- c. ☒ Alternative Dispute Resolution (ADR) package
- d. ☒ Civil Case Cover Sheet (*served in complex cases only*)
- e. ☐ cross-complaint
- f. ☐ other (*specify documents*):

3. a. Party served (specify name of party as shown on documents served):

- b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):

4. Address where the party was served: 2320 Marinship Way, Suite 300, Sausalito, CA

5. I served the party (check proper box)

- a. ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
- b. ☐ by substituted service. On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): _____
- (1) ☒ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
- (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
- (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
- (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ from (city): _____ or ☐ a declaration of mailing is attached.
- (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: NORTHERN CALIFORNIA POWER AGENCY	CASE NUMBER:
DEFENDANT/RESPONDENT: ALTAROCK ENERGY, INC., a Delaware corporation	

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in Item 2 to the party, to the address shown in Item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|-------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.48 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **LARRY CHIESA**
- b. Address: **215 E. 10th**
- c. Telephone number: **415-711-4640**
- d. The fee for service was:
- e. I am:

- (1) ☒ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date:

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

1 Geoffrey Spellberg, Esq. (SBN: 121079)
 gspellberg@meyersnave.com
 2 Kevin E. Gilbert, Esq. (SBN: 209236)
 kgilbert@meyersnave.com
 3 MEYERS, NAVE, RIBACK, SILVER & WILSON
 575 Market Street, Suite 2600
 4 Telephone: (415) 421-3711
 Facsimile: (415) 421-3767

PUBLIC ENTITY
NO FEE

FILED

MAR - 2 2011

KIM TURNER
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Lucchasi, Deputy

5 Attorney for Plaintiff
 6 NORTHERN CALIFORNIA POWER AGENCY

7
 8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF MARIN

10 NORTHERN CALIFORNIA POWER AGENCY,
 a joint powers agency,

11 Plaintiff,

12 v.

13 ALTAROCK ENERGY, INC., a Delaware
 14 corporation; LLOYD'S OF LONDON; DOES 1
 through 10,

15 Defendants.

Case No: CIV 1101102

COMPLAINT FOR NEGLIGENCE AND
DECLARATORY RELIEF

16
 17 Plaintiff Northern California Power Agency ("NCPA") files this complaint and alleges as
 18 follows:

19 **THE PARTIES**

20 1. NCPA is a California Joint Powers Agency formed pursuant to the California Joint
 21 Exercise of Powers Act and is comprised of 17-member communities. Each of the member
 22 communities has the power to purchase, generate, transmit, distribute, sell and interchange electric
 23 energy in addition to other powers which are common to each of them. NCPA generates power
 24 for its members and also sells power into the California Power Grid system. NCPA owns and
 25 operates a number of power-generating facilities, including hydro-electric, gas turbine generation
 26 and geothermal. The geothermal steam generation facilities owned and operated by NCPA are
 27 called "the Geysers" and are located in Lake County, California.

28 2. Defendant AltaRock Energy, Inc. ("AltaRock") is a Delaware corporation which is

2. Defendant AltaRock Energy, Inc. ("AltaRock") is a Delaware corporation which is authorized to and does transact business in the state of California. Its California headquarters and principal place of business are located in Sausalito, Marin County, California.

3. Lloyd's of London is an insurance company that provides underwriting insurance throughout the United States. It provided "Control of Well" insurance on the project at issue here and that insurance is applicable to the damages caused to the well at issue here.

4. Defendant Does 1 through 10 are sued herein by these fictitious names. Plaintiff is presently unaware of the true names and capacities of these Doe defendants and will seek leave of court to amend this complaint to allege the true names and capacities of these Doe defendants if and when such names become known. Plaintiff is informed and thereon alleges that each Doe defendant was responsible together with every other named defendant for each and every act or omission alleged herein and that each Doe defendant was the agent, servant, employee, representative or joint venturer of every other defendant and, in doing the acts complained of herein, each defendant was acting within the scope of said agency, employment, representation and/or joint venture.

VENUE

5. Venue is proper in Marin County as the principal place of business for defendant AltaRock is located in Marin County at 2320 Marinship Way, Suite 300, Sausalito, CA 94965.

GENERAL ALLEGATIONS

The Demonstration and Development Agreement and the Underlying Facts

6. AltaRock is a geothermal energy technology development company which claims that it has developed an enhanced steam production system called Engineer Geothermal Systems ("EGS"). AltaRock approached NCPA representing that this EGS technology could be used to enhance and improve the steam generating capabilities of the NCPA geothermal facility.

7. Based upon the representations by AltaRock that this technology could potentially improve the energy output from the Geysers' facility, AltaRock and NCPA entered into a written agreement called the "Demonstration and Development Agreement." A true and correct copy of that agreement is attached hereto as Exhibit A.

1 8. The parties entered into that agreement on or about May 20, 2009. Under the terms
2 of the agreement, AltaRock agreed to implement the EGS technology into an existing NCPA
3 injection well, identified as Well E-7. In so doing, AltaRock proposed to widen and deepen that
4 injection well. In addition, AltaRock agreed to drill an additional well for NCPA which would
5 also utilize the EGS technology. That proposed new well was to be identified as Well E-8.

6 9. Under the agreement, if AltaRock's demonstration of its EGS technology on Well
7 E-7 and anticipated Well E-8 was successful and economically viable, the parties would consider
8 and potentially negotiate additional agreements under which AltaRock would provide its EGS
9 technology to improve output from other wells in the Geysers geothermal fields.

10 10. The drilling/deepening effort on Well E-7 by AltaRock was essentially a disaster
11 and Well E-8 was never drilled. AltaRock had previous experience drilling in the California
12 Imperial Valley but was inexperienced with drilling in Lake County or other areas with similar
13 soil conditions. At the Geysers, there is an approximate 4,000 – 4,500 foot layer of cap rock that
14 contains pockets of serpentine and/or melange. These pockets are unstable and tend to collapse
15 bore holes that have been drilled through the pockets. Accordingly, the critical drilling technique
16 requires drilling through the capstone in short segments and cementing casing in place in the bore
17 hole to prevent collapse of the bore hole. This critical drilling technique was discussed numerous
18 times with AltaRock before and during the drilling effort.

19 11. All parties were aware that before AltaRock began its deepening effort that there
20 was a caliper tool lodged in the E-7 bore hole. To address that issue, AltaRock drilled a window
21 through the existing casing just above the caliper and began drilling through the cap rock to the
22 steam reservoir. However, despite being specifically advised about the unstable soil and the need
23 to install casing in short segments, AltaRock attempted to drill through to the steam reservoir over
24 2,000 feet below without inserting support casing at reasonable intervals. As a consequence,
25 AltaRock's bore holes kept collapsing on the drill mechanism.

26 12. Initially AltaRock placed a bridge and cement plug above the caliper and began a
27 side track bore hole. AltaRock made this effort twice and both bore holes collapsed due to
28 AltaRock failing to utilize the correct drilling technique. One borehole reached approximately

1 3,576 feet and the other at 4,434 feet. During those failures, AltaRock left a piece of pipe in the
2 bore hole, effectively blocking it.

3 13. After those two failures, AltaRock placed a second bridge and plug higher in the
4 well and then cut another window in the existing casing and began drilling through another side
5 track bore hole, again failing to use the appropriate technique for the soil conditions, AltaRock
6 was only able to drill to 4,175 feet and then 4,262 feet in two separate side track bore holes. Both
7 bore holes collapsed and AltaRock abandoned drill pipe in each bore hole, blocking each.

8 14. After those two bore holes collapsed, AltaRock intentionally broke its well string
9 leaving material and equipment in the bore hole. NCPA alleges on information and belief that
10 AltaRock ceased working on this project because it was over budget and was intending to
11 commence a more lucrative project in Oregon for which it had received a \$20 million grant from
12 the Department of Energy.

13 15. The actions by AltaRock in utilizing improper drilling techniques and then refusing
14 to correct the harm it had caused destroyed all the commercial value that NCPA had previously
15 received from Well E-7. The well had been previously used as an injection well (i.e., although the
16 well was not producing steam energy itself, water was injected into this well and percolated to
17 other active wells where it was captured as steam energy). The injection of relatively clean water
18 created steam energy that contained substantially less impurities than the steam created from the
19 existing underground waters and because of the lower impurities, provided a higher energy yield.
20 Thus, by destroying the ability of Well E-7, to function as a steam injection well, the resulting
21 energy output from the steam field was reduced because of the increase in non-condensable gases
22 which in turn have reduced the efficiency of the energy production, and hence the value of the
23 asset.

24 16. By effectively destroying the utility and function of Well E-7, AltaRock has caused
25 financial harm to NCPA calculated as at least \$4-6 million which is the cost to drill a replacement
26 well plus an approximate additional \$1 million annually to mitigate the effect of the non-
27 condensable gases discussed above. Further, the cost to properly "abandon" Well E-7 - is
28 approximately \$500,000.

THE ESCROW AGREEMENT

17. When the parties entered into the Demonstration and Development Agreement, NCPA agreed to a request by AltaRock that AltaRock be released from its obligation to post a payment bond under California Civil Code §3214 *et seq.* Instead, NCPA agreed to AltaRock's request that AltaRock instead place \$5 million into a joint escrow account and that money would be held pending final resolution of the project and all issues related thereto. A true and correct copy of the Escrow Agreement is attached hereto as Exhibit B.

18. Pursuant to the recitals set forth at Sections A and C on the first page of the Escrow Agreement, the money is held in escrow and is to be used for "the payment of (i) any claims by NCPA for property damage relating to said Wells E-7 and E-8 that are not otherwise covered by insurance maintained by AltaRock, or (ii) any claim by third parties for property damage or other liability resulting from induced seismicity that is determined by the parties to have been specifically caused by AltaRock's activities in drilling Wells E-7 and E-8." AltaRock did obtain a "Control of Well" policy from defendant Lloyd's of London, a copy of which is Exhibit D hereto.

19. As discussed above, as a result of AltaRock's negligence, Well E-7 was damaged and its functionality completely destroyed.

20. The Escrow Agreement was amended by the parties on or about May 21, 2009. By that amendment, a new §1.3 replaced the then existing §1.3. That amended section is attached hereto as Exhibit C. That replacement section still requires AltaRock assure that insurance coverage pay for the damages caused to NCPA by AltaRock's negligence.

21. NCPA has demanded that AltaRock either correct the damage to Well E-7 that it caused or comply with its obligation to assure that insurance monies are paid to NCPA to reimburse for the damages caused by AltaRock. Despite numerous demands, AltaRock has refused to comply with its contractual obligations and it will not correct the damage nor assure reimbursement to NCPA through the Lloyd's insurance policy.

THE INSURANCE AGREEMENT

22. AltaRock was obligated under the agreement between the parties to obtain an Operator's Extra Expense policy and name NCPA as an additional insured on that policy to

1 protect NCPA for any damage caused to Well E-7. AltaRock did obtain an Insurance Policy, a
2 copy of which is attached hereto as Exhibit D.

3 23. On that Policy, NCPA is named as a loss payee at Endorsement No. 14 as required
4 under ¶12.1(d) to the contract. The relevant coverage provision is at section 1B which provides
5 that the insurer will reimburse for actual costs and expense incurred to restore or redrill a well
6 insured or any part thereof, which has been lost or otherwise damaged as a result of an Occurrence
7 giving rise to a claim. The term "occurrence" is defined as an unexpected and unintended casualty
8 or series of losses, disasters or casualties.

9 24. The damage to Well E-7 caused by AltaRock's actions constitutes an occurrence
10 and, as such, NCPA as a named loss payee has made demand for coverage from Lloyd's.
11 Although Lloyd's has requested and received further additional information from NCPA, Lloyd's
12 has refused and continues to refuse to provide the coverage and reimbursement to NCPA that it is
13 required to provide under the policy.

14 25. The contract dispute between NCPA and AltaRock is currently in arbitration
15 pursuant to the terms of the contract between the parties. However, the negligence issues are not
16 before the arbitrator nor are the insurance coverage issues. Further, the arbitrator does not have
17 jurisdiction over Lloyd's of London. Accordingly, this Superior Court action is brought to
18 determine the obligation of Lloyd's to provide reimbursement to NCPA based upon the negligent
19 conduct by AltaRock.

20 **FIRST CAUSE OF ACTION**

21 **(Negligence against AltaRock)**

22 26. The allegations of paragraphs 1 through 25 are incorporated herein by this
23 reference.

24 27. AltaRock agreed to and was obligated to provide skilled and competent drilling
25 services at Well E-7. Pursuant to paragraph 2.2 of the Development and Demonstration
26 Agreement, AltaRock was to deepen existing Well E-7 and create a new EGS reservoir associated
27 with the Well and test the economic viability of producing commercial quantities of geothermal
28 fluids from the heat source contained in the new EGS reservoir.

28. AltaRock, directly and through its sub-contractors, failed to perform the required drilling operations in a competent and acceptable fashion. Specifically, AltaRock, intentionally and continuously failed to implement and follow proper drilling procedures which resulted in numerous collapses of the bore hole and ultimately the complete abandonment of the work. The failure by AltaRock to implement and follow the proper drilling procedures was below the standard of care required for a project of this type and so AltaRock's actions constitute negligence.

29. After failing to follow proper drilling procedures and suffering a series of bore hole collapses and running substantially over budget, AltaRock decided to abandon the drilling effort and left portions of its drilling line in the borehole. Due to that action and AltaRock's placement of two cement plugs and its failure to correct and close the openings it made in the pre-existing Well E-7 casing while leaving parts of its drilling line in the bore holes, the well has lost all use and functionality. All of the above described conduct constitutes a breach of the duty of care that AltaRock owed to NCPA and establishes negligence on the part of AltaRock.

30. As a result of the above-described breaches of the duty of care, AltaRock is negligent and as a legal and proximate cause of that negligence, NCPA suffered and continues to suffer harm and incur monetary damages.

31. NCPA has suffered damages in an amount that is in excess of the jurisdictional minimum of this Court. Those damages include the cost of drilling a replacement well (E-8) which is approximately \$4-6 million, plus the projected cost to properly abandon the now useless Well E-7 which is approximately \$500,000, and the cost of reducing the non-condensable gases which is approximately \$1 million annually.

SECOND CAUSE OF ACTION

(Declaratory Relief Against Both Defendants)

32. The allegations of paragraphs 1 through 31 are incorporated herein by this reference.

33. As described herein, under the terms of the escrow agreement, defendant AltaRock is required to provide full insurance coverage by an OEE policy which will pay for any damages caused to NCPA's property by AltaRock's actions.

34. AltaRock obtained an insurance policy from defendant Lloyd's of London. A true

1 and correct copy of that insurance policy is attached hereto as Exhibit D.

2 35. Under the relevant terms of the escrow agreement, AltaRock was to assure that this
3 Lloyd's insurance policy would cover and pay for the cost of re-drilling a new well, abandoning
4 Well E-7 and mitigating the non-condensable gas problem described above.

5 36. NCPA as a named loss payee has made demand on Lloyd's under this policy and
6 that demand has been ignored and denied by Lloyd's.

7 37. A dispute has arisen between all three parties regarding Lloyd's obligation to
8 provide insurance coverage to NCPA under this insurance policy.

9 38. NCPA asserts that it is entitled to full coverage under the policy which includes
10 paying to NCPA the reimbursement costs to completely remediate the damage caused by
11 AltaRock's negligence. That damage includes \$4-6 million to drill the replacement Well E-8, \$1
12 million annually to mitigate the non-condensable gas issue and approximately \$500,000 to
13 properly abandon Well E-7.

14 39. AltaRock and Lloyd's both assert that the policy is not applicable here and so
15 Lloyd's does not have any obligation to pay any amounts to NCPA under the insurance policy
16 which is attached as Exhibit D.

17 40. As a result of this dispute between the parties, NCPA seeks a declaration under
18 C.C.P. §1060 that AltaRock's negligence caused an occurrence under the policy causing harm to
19 NCPA which entitles NCPA to full coverage and full payment from Lloyd's for the damages that
20 NCPA has incurred and will incur.

21 THIRD CAUSE OF ACTION

22 (Breach of Contract against Lloyd's)

23 41. The allegations of paragraphs 1 through 40 are incorporated herein by this
24 reference.

25 42. As set forth at Endorsement No. 14 to the policy, NCPA is a loss payee on the
26 policy. As a result, it has first party contractual rights vis-à-vis Lloyd's.

27 43. Under the terms of the policy, Lloyd's is obligated to provide full coverage and pay
28 all amounts necessary to reimburse NCPA for the damages described herein.

44. NCPA has made demand on Lloyd's and Lloyd's has refused thereby breaching the

1 contract here.

2 45. Based upon the above breach of contract, NCPA has suffered damages in an
3 amount that is in excess of the jurisdictional limit of this Court but which is described herein as
4 damages for well redrilling/replacement, mitigation of the condensable gas issue and abandonment
5 of Well E-7.

6 FOURTH CAUSE OF ACTION

7 (Negligence against AltaRock)

8 46. The allegations of paragraphs 1 through 45 are incorporated herein by this
9 reference.

10 47. Under ¶12.1(d), AltaRock was obligated to maintain an operator's extra expense
11 policy in the amount of \$10 million to cover any extra expenses which might be incurred by
12 NCPA for any damage arising from this project.

13 48. AltaRock obtained and provided to NCPA the policy which is attached as Exhibit
14 D hereto. AltaRock initially provided a short two-page summary of the policy (the first two pages
15 of Exhibit D). The full policy that is attached as Exhibit D is entitled "Control of Well Insurance
16 Certificate."

17 49. To the extent that this Control of Well Insurance policy is not a proper OEE policy,
18 AltaRock was negligent in performing its obligation which was to obtain and have in place a
19 proper OEE policy.

20 50. If Lloyd's denies coverage here to NCPA by asserting that the Control of Well
21 Policy is not an OEE policy thus potentially eliminating Lloyd's liability under the policy, then
22 AltaRock was negligent in not obtaining the correct insurance policy.

23 51. If Lloyd's denies coverage in this matter as a result of AltaRock's negligence in
24 obtaining the wrong insurance policy, then NCPA will suffer damages as a legal and proximate
25 cause of AltaRock's negligence.

26 52. As a result of the negligence of AltaRock as described above, NCPA has been
27 damaged and/or will be damaged in an amount that is in excess of the jurisdictional minimum of
28 this Court but which includes the cost for redrilling/replacing Well E-7, properly abandoning Well
E-7 and mitigating the condensable gas issue described above.

PRAYER FOR RELIEF

Wherefore NCPA prays for relief as follows:

1. For all compensatory, incidental, consequential and all other damages legally and proximately caused by AltaRock's actions and/or omissions;
2. For a declaration that AltaRock was negligent and that as a result, NCPA is entitled to receive from Lloyd's of London the full benefits of the policy attached as Exhibit D including all amounts which will fully compensate and make NCPA whole for the damage caused by AltaRock;
3. For compensatory, incidental, consequential and all other damages legally and proximately caused by Lloyd's breach of contract;
4. For all costs of suit and attorneys' fees as permitted either by agreement or by statute;
5. For all other and further relief that the Court deems necessary and appropriate.

Dated: March 1, 2011

MEYERS, NAVE, RIBACK, SILVER & WILSON

By: _____

Geoffrey Spellberg
Attorney for Respondent/Cross-Claimant
NORTHERN CALIFORNIA POWER AGENCY

JURY DEMAND

Plaintiff NCPA hereby demands a jury trial in this action.

Dated: March 1, 2011

MEYERS, NAVE, RIBACK, SILVER & WILSON

By: _____

Geoffrey Spellberg
Attorney for Respondent/Cross-Claimant
NORTHERN CALIFORNIA POWER AGENCY

1595295.1

EXHIBIT A

213141.1

Demonstration and Development Agreement

Geysers Geothermal Field

This Demonstration and Development Agreement ("Agreement") is entered into this 20th day of May, 2009 (the "Effective Date"), by and between the Northern California Power Agency ("NCPA"), a joint powers public agency organized and existing under the laws of the State of California, and AltaRock Energy, Inc. ("AltaRock"), a Delaware corporation with offices located 2320 Marinship Way, Sausalito, CA, 94965. NCPA and AltaRock are also referred to individually as a "Party" and collectively as the "Parties."

1.0 Background

1.1 NCPA holds various geothermal leases ("Geothermal Leases") in The Geysers Geothermal Field, northeast of Santa Rosa, California ("Geysers"), and currently operates and maintains a number of geothermal producing wells ("Wells") in addition to a steam gathering system ("Gathering System") and a waste water pipeline supplying water for reservoir recharge. The Wells and Gathering System currently supply steam to two (2) NCPA 110 megawatt steam power plants.

1.2 AltaRock has expertise in well drilling, fracturing and well rework activities to enhance steam production, and AltaRock has filed more than twenty (20) U.S. patents as the inventor with respect to various of its proprietary inventions and techniques related to Enhanced Geothermal Systems ("EGS") and is also the exclusive licensee under certain EGS technology patents filed by others. Additionally, AltaRock has received grants from the Department of Energy to demonstrate and further develop its proprietary EGS technology under grant conditions which expressly preserve the confidential and proprietary nature thereof.

1.3 AltaRock is interested in demonstrating the capabilities of its EGS technology under the terms herein in which the confidential and proprietary nature of such technology will be preserved and NCPA is interested in enhancing the production capability from its Leases pursuant to the terms of this Agreement.

1.4 If the Project is successful, the Parties intend to attempt to negotiate a mutually satisfactory agreement under which the benefits of AltaRock's proprietary technology might be applied to NCPA's other Wells and lease positions at the Geysers field.

2.0 Demonstration Project

2.1 Project Description. The demonstration project will consist of AltaRock testing and demonstrating its proprietary EGS technology below the depth of the normal Geysers reservoir to create deeper EGS reservoir(s) as new and separate production zones of geothermal fluids ("Project").

2.2 Project Objectives. The Project has the following objectives:

- (a) To deepen existing NCPA Well E-7 and to drill up to one (1) new well at the Demonstration Site;
- (b) To create new EGS reservoir(s) associated with such Wells; and
- (c) To test the economic viability of producing commercial quantities of geothermal fluids from the heat source contained in the new EGS reservoir(s).

2.3 Project Location. NCPA, through its Geothermal Leases, will make available the Well E-7 and a portion of the E-Site well pad as identified in Appendix A as the demonstration site for the Project ("Demonstration Site").

2.4 Project Benefits. If successful, the Project would be expected to provide the following benefits by utilizing AltaRock's proprietary technology under the terms hereof:

- (a) To enhance the usability of existing NCPA Well E-7; and
- (b) To produce additional quantities of renewable energy through the use of geothermal fluids collected from new EGS reservoir(s) created at the Demonstration Site.

2.5 Project Schedule. The Project is expected to proceed in two (2) phases, as follows:

- (a) Phase 1: Drilling, data collection, seismic analysis, Geothermal Fluid collection and possible Steam sale to NCPA. Phase 1 shall run for a period of one (1) year from the Effective Date, unless such period is extended by mutual written agreement.
- (b) Phase 2: Geothermal Fluid collection and Steam sale to NCPA. Phase 2 shall run for a period of one (1) year from the end of Phase 1, unless such period is shortened or extended by mutual written agreement.

3.0 Phase 1 Scope of Work

3.1 AltaRock Phase 1 Activities: Beginning on the Effective Date, AltaRock shall:

- (a) Complete the installation of an eight station seismic monitoring array and processing system ("Seismic Array") and to timely make the processed data that describe the location and USGS-equivalent magnitude of each event recorded instantly available to the Parties on a real-time basis.
- (b) Deepen existing NCPA Well E-7 to a depth of at least one thousand (1,000) feet below the top of the rocks.

- (c) Case off the currently existing Geysers reservoir interval to a depth of no less than one thousand (1,000) feet below the top of the Tealta with a cemented liner.
- (d) Further deepen Well E-7 toward a planned depth of approximately twelve thousand (12,000) feet.
- (e) Create new EGS reservoir(s) in a manner to avoid any fluid transfer between the new EGS reservoir(s) and the existing Geysers reservoir, followed by well testing and evaluation.
- (f) Drill up to one (1) new well into the newly created EGS reservoir(s) at the Demonstration Site; and
- (g) Install a steam separator and monitor and analyze the steam production to help determine if commercial quantities of Quality Steam (as defined below) and hot water are capable of being produced from the new EGS reservoir(s).

3.2 NCPA Phase 1 Activities: Beginning on the Effective Date, NCPA shall:

- (a) Provide access to the Demonstration Site, the Well E-7 and the portion of the E-Site well pad as identified in Appendix A;
- (b) Make available to AltaRock temporary use of appropriate office space & facilities to support its Project staff;
- (c) Provide water for injection from the SE Geysers Effluent Pipeline (SEEP) to the Demonstration Site as reasonably needed by the Project to the extent available to NCPA, and at the cost set forth in Section 6.1(b)(2) below;
- (d) Provide 240v electric power to the Demonstration Site, as reasonably needed by the Project, to the extent available to NCPA, for the price set forth in Section 6.1(b)(1) below;
- (e) Provide access to NCPA's existing steam gathering system (at existing gathering pressure, in order for AltaRock to deliver all steam produced from the Project;
- (f) Provide AltaRock with access to NCPA's well and seismicity data which is relevant to the Project; and
- (g) NCPA acting as the operator of the wells at the Demonstration Site, shall provide AltaRock with all reasonable permitting assistance, including participating in any public meetings.

3.3 Phase 1 Review: If AltaRock and NCPA each perform their respective Phase 1 activities and, at the end of the Phase 1 period, if AltaRock and NCPA each determine in

their respective reasonable judgment that the Performance Criteria described in Section 7 below can still be achieved, then Phase 1 shall be deemed complete and the Project shall proceed to Phase 2 pursuant to the terms of this Agreement. If, however, AltaRock or NCPA determines, in its own reasonable judgment, that the Performance Criteria cannot be achieved, then either AltaRock or NCPA may terminate the Project (and this Agreement) early pursuant to Section 8.2 below.

4.0 Phase 2 Scope of Work

4.1 AltaRock Phase 2 Activities: Deliver and sell Quality Steam into NCPA's steam Gathering System pursuant to the terms set forth in Appendices B and C.

4.2 NCPA Phase 2 Activities (in addition to continuing its Phase 1 activities specified in Section 3.2 above):

- (a) Make its steam Gathering System available to accept Quality Steam from the Demonstration Project; and
- (b) Accept Quality Steam from AltaRock pursuant to the terms set forth in Appendices B and C.

5.0 Project Advisory Committee

5.1 As of the Effective Date, the Parties shall monitor the development of the Project as follows:

- (a) The Parties shall establish a Project Advisory Committee ("PAC") which shall consist of four (4) members: two (2) employees from AltaRock, and two (2) employees from NCPA. Each Party shall nominate its own representatives ~~within~~ ^{within} thirty (30) days of the Effective Date.
- (b) All PAC meetings shall be held at NCPA's Geothermal Project #1 offices in the City of Geysers in California. NCPA shall appoint a secretary whose duties shall include, among others, creating meeting agendas and recording meeting minutes. All agendas and meeting minutes shall be subject to mutual agreement of the four (4) PAC members.
- (c) The PAC shall meet every two (2) weeks on Wednesday beginning at 10:00 am (or such other day(s) and time(s) as the Parties may agree in writing).
- (d) Either Party may invite guests or consultants to participate in the meetings by providing at least forty-eight (48) hours prior notice to the other Party and provided that (i) any such third party guest or consultant has signed and delivered a confidentiality agreement in favor of AltaRock or NCPA, as appropriate, in ~~writing~~ ^{writing} form, and (ii) does not constitute an AltaRock competitor, as determined in AltaRock's reasonable judgment. For the

avoidance of doubt, either Party may invite its own employees to the meeting without providing prior notice to the other Party.

5.2 The PAC's scope of involvement in the Project shall be limited to the following activities:

- (a) Reviewing and commenting on the EGS reservoir development plan for the Project provided by AltaRock ("Reservoir Development Plan");
- (b) Reviewing and commenting on an annual Project budget provided by AltaRock ("Project Budget");
- (c) Reviewing the status of the Project, including its potential to achieve the Performance Criteria;
- (d) Reviewing the seismic activity data produced from the Array;
- (e) Reviewing and submitting all proposed amendments to this Agreement to the Parties for consideration and approval by their respective management; and
- (f) Performing such other functions and duties that are expressly assigned to the Parties in this Agreement.

5.3 Maintenance of Records and Documents. All actions, resolutions, determinations and reports made or utilized by the PAC as required by this Agreement shall be recorded in the meeting minutes. A quorum for any meeting shall be all four (4) PAC members, and all PAC actions and resolutions shall require the affirmative vote of all four (4) PAC members.

5.4 Cost Allocation and Payment Procedure

5.1 As of the Effective Date, costs and expenses of the Parties shall be paid as follows:

- (a) Each Party shall pay its own costs for its management staff dedicated to the Project (including its own PAC representatives). If NCPA non-management employees are requested by AltaRock to provide specific temporary services, and NCPA employees are available for such work, then a "Work Order and Report" form is to be filled out and approved by an authorized representative of each Party. The hourly labor charge for such NCPA employees is to be the same as then currently charged by NCPA to other third parties (e.g., Calpine), and the hours of work by employees are to be documented in a monthly Work Order report. In addition, any Demonstration Project related third party costs incurred by NCPA are to be reimbursed by AltaRock.
- (b) At a cost of one hundred dollars (\$100) per year, NCPA will provide

access to the Demonstration Site, the Well E-7 and that portion of the E-7 well pad identified in Appendix A, and the related Gathering System, and provide temporary use of appropriate office space & facilities to AltaRock's Project staff. AltaRock shall provide for its own separate communication facilities.

- (1) NCPA will provide 21kV electric power to the Demonstration Site for the same price that NCPA pays for geothermal renewable power which is Ninety Eight Dollars (\$98.00) per MWhr.
- (2) The cost of the volume of SEGEP water delivered by NCPA to AltaRock at the Demonstration Site in any month shall be equal to its proportional share of the total electricity costs to transport and deliver the total volume of SEGEP water to The Geysers that month.
- (a) Within 15 days after the end of each month that Project costs, as described above in Section 6.1, have been incurred by NCPA, NCPA shall prepare and submit to AltaRock an invoice that includes (1) all billings to the Project for any non-management NCPA employees later provided to the Project during that previous month, (2) reimbursement of any third-party costs related to the Project, (3) all charges for 21kV power delivered to the Project, and (4) all charges for SEGEP water delivered to the Project during that previous month. Such monthly invoice is to be paid to NCPA by AltaRock within 30 days from the invoice date. If the Agency does not receive payment within 30 days interest will begin to accrue on the 31st day at a rate of one percent per month until paid.
- (a) AltaRock shall have all AltaRock EGS technology licenses while it is drilling, deepening and demonstrating the EGS technology at the Test Well(s) hereunder. In addition, AltaRock shall pay for all Well modeling & monitoring equipment costs, Well test Well rework, and any well drilling costs, and all costs associated with AltaRock decommissioning and producing commercial capacity at the Demonstration Site as set forth in the Resource Development Plan, including but not limited to incremental permitting costs associated with the rework and/or deepening of the Wells.
- (a) Within 60 days following the Effective Date of this Agreement, AltaRock shall deposit Ten Thousand Dollars (\$10,000) in the Anderson Springs Homeowners Association, Inc. bank account for use by that community for geothermal impact mitigation purposes. Thereafter, AltaRock is to deposit an equal dollar amount within 30 days of each subsequent anniversary of the Effective Date, for as long as AltaRock continues to conduct operations within the area of NCPA Leasehold CA-949.

6.2 All other Project costs identified in the Project Budget (including any revisions thereto) are to be funded by AltaRock unless otherwise mutually agreed.

7.0 Project Evaluation

7.1 The Parties agree that evaluation of the Project's success will be an ongoing endeavor throughout the term of this Agreement. Such ongoing evaluation will be undertaken by NCPA and AltaRock together, acting in good faith, and shall include the following criteria ("Performance Criteria"):

- (a) Development of Separate EGS Reservoirs. The EGS reservoir(s) developed by AltaRock at the Demonstration Site must be completed exclusively within the folsite at sufficient depth to completely eliminate any fluid transfer between the EGS reservoir(s) and the normal Geysers reservoir currently being utilized by NCPA in the area of the Demonstration Site.

Verification of the above conditions shall be provided by an independent consultant selected by mutual agreement of the Parties and the costs for the independent consultant's report shall be shared equally by the Parties. The independent consultant performing such task shall be required to sign a confidentiality agreement in favor of NCPA and AltaRock and shall not be an AltaRock competitor, as reasonably determined by AltaRock. Furthermore, if such verification is obtained but either Party subsequently has substantive reason to believe that the separation conditions have not been maintained, re-verification of the separation conditions shall be required.

- (b) Commercial Viability of the Project. If the EGS reservoir(s) are successfully developed in a manner to satisfy the separation conditions described in Section 7.1(a) above, then the new EGS reservoir(s) must be tested to determine if they are capable of long-term commercial development. This will entail a review of both the quality and quantity of the geothermal fluids produced from the Project, including a determination if the projected long-term makeup water requirements are acceptable to both parties.

Verification of the above conditions shall be provided by an independent consultant selected by mutual agreement of the Parties and the costs for the independent consultant's report shall be shared equally by the Parties. The independent consultant performing such task shall be required to sign a confidentiality agreement in favor of NCPA and AltaRock, and shall not be an AltaRock competitor, as reasonably determined by AltaRock.

- (c) Preparation for Commercial Development. Upon the successful verification that the Project is capable of commercial development and that the EGS reservoir(s) would continuously satisfy the separation conditions described in Section 7.1(a) above, NCPA shall grant to AltaRock a right to negotiate a long-term agreement relating to the Demonstration Site and the balance of NCPA's geothermal fluid position at the Geysers. If AltaRock is agreeable, NCPA and AltaRock shall develop a separate Steam Sale and Purchase Agreement that will establish terms and conditions pursuant

to which the parties shall transact business over a long period. It is understood that such an agreement may require approval by the BLM. The parties will attempt in good faith to negotiate such a long term agreement for a period of twelve (12) months following the commercial development verification and thereafter will cooperate to seek all relevant approvals therefore for a period of twenty-four (24) months after finalization of the agreement.

7.2 Seismic Activity. The Parties shall continually analyze results from the Seismic Array throughout the Term (as defined below), and the Parties agree that the "AfterShock Induced Seismicity Protocol" included as Appendix F in this Agreement is to be followed during the full term of this Agreement. If the Project induces seismic events that are of sufficient magnitudes and/or frequencies to cause damage and/or raise community concerns which cannot be reasonably mitigated by either Party, then either Party has the right, in its reasonable discretion, to suspend the activities at the Project which are inducing such events for up to three (3) months in order for the Parties to mutually evaluate the situation and propose alternative strategies for testing and evaluation. If reasonable alternative procedures are not available or are not effective upon implementation (such effectiveness to be determined no later than six (6) months after implementation), then either Party may thereafter terminate the Project (and this Agreement) early pursuant to Section 9.2 below.

8.0 Exclusivity.

8.1 The Parties agree to pursue the development of the Project exclusively with each other at NCEPS's governmental lease position at the Bigears in accordance with the terms of this Agreement, including any revisions and/or amendments thereto. The Parties shall be entitled to specifically enforce the provisions of this Agreement relating to exclusivity.

8.2 The Parties agree that this Agreement shall not limit the activities of each other outside NCEPS's governmental lease position at the Bigears, provided that there is strict compliance with the provisions herein which protect the confidentiality and non-exclusive ownership of AmeriPro's proprietary EGS technology and techniques as specified herein.

9.0 Term & Termination.

9.1 Term. The term of this Agreement shall commence as of the Effective Date and shall remain in full force and effect until two (2) years from the Effective Date, unless otherwise terminated earlier pursuant to this Agreement or extended by written agreement of the Parties (the "Term").

9.2 Early Termination. The Parties acknowledge and agree that certain provisions of this Agreement provide for early termination (i.e., termination of this Agreement prior to the end of the Term). If a Party invokes its right to terminate this Agreement early, the terminating Party shall provide at least thirty (30) days prior written notice to the other Party, and shall explain in detail its rationale for such early termination. Any dispute

over a Party's ability to terminate this Agreement early shall be resolved pursuant to Article 15 below.

9.3 Transfer of Ownership and Restoration: If the Project is terminated without achieving "commercial development", then the use of the Well(s) drilled by AltaRock will be transferred to NCPA and the use of Well E-7 will be returned to NCPA, subject to the terms of the nonexclusive license agreement referred to in Section 16.2 below, which shall survive the termination of this Agreement. For the avoidance of doubt, NCPA will not obtain ownership of any AltaRock proprietary EGS technology under this Agreement, but only the right to use it pursuant to the terms hereof and such non-exclusive license agreement, which shall survive the termination of this Agreement for any reason.

9.4 For the avoidance of doubt, AltaRock shall not obtain ownership of any Wells under this Agreement, but only the right to use them pursuant to the terms hereof. In addition, after such termination, if NCPA reasonably determines that any of the wells drilled or operated by AltaRock are of no future use to NCPA, including for use as injection wells, (and NCPA agrees that it will use all reasonable commercial efforts to utilize such Wells as injection Wells), then AltaRock shall (a) properly abandon each such well which cannot be used as an injector in the manner prescribed by BLM, and (b) restore that portion of E-7's well pad used by the Project to the condition it was in prior to the beginning of the Project.

9.5 Following termination of this Agreement, NCPA shall have the option, exercised by written notice within thirty (30) days of the Termination Date, to acquire all or part of the array equipment that has been installed around the Demonstration Site by AltaRock for a price equal to the lesser of (a) the cost of acquiring such equipment (exclusive of installation) less ten percent (10%), provided that NCPA shall agree to become solely responsible for any reclamation costs and obligations associated with the bore holes located where the particular array equipment that NCPA chooses to purchase.

10.0 Confidentiality

10.1 The Parties recognize that, in connection with entering into this Agreement, they will be exchanging non-public, proprietary and confidential information in oral, written or electronic form ("Confidential Information"), the disclosure of which would be detrimental to the Project or the Party providing such information. Confidential information hereunder shall not include: (a) information that is or becomes generally available to the public, other than by breach of this Agreement by a Party or its agents or representatives (as defined below); or (b) information that a Party can demonstrate was in its possession at the time of disclosure and was not acquired by it directly or indirectly from the other Party as a confidential basis.

10.2 Each Party shall treat all Confidential Information relating to the Project as confidential and shall not disclose such Confidential Information to any third party during the term of this Agreement and following the expiration or termination hereof. Further, each Party agrees to use the Confidential Information of the other Party solely for the purposes of pursuing the Project.

10.3 Notwithstanding the foregoing, each Party may disclose any Confidential Information to: (a) its directors, officers, employees, agents, advisors or representatives of a Party who need to know such Confidential Information for the purpose of working on the Project; and (b) third parties in connection with providing financing, construction services, equipment or other Project-related items and to such entities' respective directors, officers, employees, agents, advisors or representatives who need to know such Confidential Information for the purpose of providing such equipment, services or financing (collectively, "Representatives"). Each Party agrees that all Representatives provided with Confidential Information shall be informed of the confidential nature of such information and the obligation for them to comply with the confidentiality and non-use obligations hereunder, and each Party agrees to be responsible for any breach by its Representatives of the terms hereof.

10.4 If any Party shall become legally compelled by any court or governmental authority to disclose any Confidential Information, then such Party shall give the other Party prompt written notice of any such required disclosure, so that the other Party may seek a protective order or other appropriate remedy provided, however, that in the event such protective order or other remedy is not obtained, the receiving Party shall furnish only that portion of the Confidential Information that it is legally required to provide.

10.5 Upon the Termination Date, each Party shall use reasonable efforts to promptly destroy or return to the other Party all Confidential Information obtained from such other Party, in physical or electronic form, including destroying all summaries, notes and similar materials which describe or incorporate or reflect the Confidential Information.

11.0 Compliance with Governmental Regulations; Conduct of Operations

11.1 AltaFlock and its subcontractors shall comply with all laws, permits, orders, ordinances, regulations and measures of federal, state and local governmental agencies and authorities ("Governmental Regulations"), plus NCPA's Safety Procedures, applicable to AltaFlock's performance under this Agreement.

11.2 In performing its scope of work hereunder at the Demonstration Site, AltaFlock and its subcontractors shall also comply with all of the requirements contained in U.S. Geological Lease GA-643, a copy of which is attached hereto as Appendix D, but only to the extent that such requirements relate solely to the Project and are supplemental to existing NCPA obligations. For the avoidance of doubt, AltaFlock shall not be responsible for any obligations, liabilities or requirements, including environmental responsibilities that relate to the prior activities of NCPA or its agents at the Demonstration Site.

11.3 AltaFlock shall not alter or modify any NCPA equipment, Wells, roads, lands, etc. ("NCPA Property") without NCPA's prior written approval.

11.4 Prior to commencing any work pursuant to this Agreement, AltaFlock shall submit to NCPA a list of all employees and contractors that are expected to need NCPA Guard

Gate clearance for access to the Demonstration Site. Thereafter, AltaRock shall revise the list as necessary and resubmit it to NCPA for approval. Requests for Guard Gate clearance for anyone not included on the then currently approved list are to be submitted to NCPA at least twenty-four (24) hours in advance for approval, unless an emergency condition requires more immediate attention. NCPA may refuse or revoke Guard Gate access if it is believed to be necessary for reasons of safety or security.

11.5 AltaRock shall provide to NCPA personnel complete and unrestricted access to all drilling activities, including the logging trailer, geologist, company man and all drilling records. Further, AltaRock shall provide to NCPA a copy of the morning report for each day of drill activity at the Demonstration Site.

11.6. All records regarding the handling and hauling of drilling waste and drill cuttings shall be made available to NCPA upon request, and all disposed wastes must have proper identification manifests.

11.7 NCPA has the right to stop any AltaRock activity that interferes with or endangers NCPA Property, personnel and/or operations.

12.0 Insurance Requirements

12.1 Prior to commencing any work at the Demonstration Site pursuant to the terms of this Agreement, AltaRock shall, at its own cost and expense, procure the types and amounts of insurance listed below, and shall maintain such policies for the entire Term of this Agreement:

- (a) Workers' Compensation. If AltaRock employs any person, AltaRock shall maintain ~~Workers' Compensation~~ Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by AltaRock with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- (b) Commercial General and Automobile Liability Insurance. AltaRock shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The Agency shall be named as an additional insured and insurance shall provide primary coverage with respect to the Agency by written endorsement to the policy.
- (c) General Liability/Umberella Insurance. The coverage amounts set forth above are to be supplemented by an umbrella general liability policy for the term of this Agreement in an amount of not less than Five Million

Dollars (\$5,000,000) to be used as necessary, including payment of damages resulting from seismic activities associated with this Project.

- (d) Operators Extra Expense Policy. AltaRock shall maintain Operators Extra Expense (OEE) policy in the amount of Ten Million Dollars (\$10,000,000) to cover additional expenses for AltaRock incurred in connection with well-drilling activities contemplated under this Agreement. NCPA shall be named as loss payee on this OEE policy.

12.2 Verification of coverage. Prior to commencing any work at the Demonstration Site pursuant to this Agreement, AltaRock shall furnish NCPA with satisfactory evidence of coverage, including copies of all policies and all endorsements required by Section 12.1 of this Agreement.

12.3 No Reduction in or Cancellation of Coverage. An endorsement must be attached to all AltaRock insurance policies obtained in accordance with Section 12.1 of this Agreement stating that coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits, during the Term. If AltaRock fails to maintain such required AltaRock insurance policies at the required amounts throughout the Term, then NCPA may either procure additional insurance on AltaRock's behalf, and bill AltaRock for the costs thereof, or terminate this Agreement early pursuant to Section 9.2 above. AltaRock shall cease all drilling activity on the Demonstration Project until such time that it is able to furnish and maintain the AltaRock insurance coverage required by Section 12.1 of this Agreement.

12.4 Subcontractors. AltaRock shall require Nabors Drilling USA, L.P. and those other of its subcontractors performing drilling services at the Demonstration Site to procure and maintain customary general liability, automobile and worker's compensation insurance with caps in amounts and having terms as is customarily required under the scope of the services being provided. Each subcontractor insurance coverage shall be maintained by any such subcontractor for the duration that they provide services to AltaRock on NCPA Property and shall include NCPA as additional insured. AltaRock shall also provide NCPA with satisfactory evidence of any such subcontractor's insurance coverage.

12.6 Indemnification.

12.1 Each Party shall indemnify, defend and hold harmless the other Party and its officials, commissioners, officers, directors, employees and agents from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or from personal injury, bodily injury, loss of life, or damage to property, or any violation of any Governmental Regulation, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of the indemnifying Party or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the negligent quality or character of their work. The foregoing obligation of each Party shall not apply to the extent (a) the injury, loss of life, damage to property, or violation of Governmental Regulation arises from the negligence or willful misconduct of the other Party or its officers, employees, or agents; and (b) the actions of the other Party or its

employees, subcontractor, or agents have contributed to the injury, loss of life, damage to property, or violation of law.

13.2 Acceptance by NCPA of insurance certificates and endorsements required under this Agreement shall not relieve AltaRock from any indemnification liability under this Agreement. The indemnifications obligations contained herein shall apply to any and all damages or claims for damages whether or not any insurance policies shall have been determined to apply.

14.0 Law & Venue.

14.1 This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the provisions of this Agreement shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine.

14.2 The duties and obligations of the parties created hereunder are performable in Placer County and in that County where the Project is located. Either Placer County or the County where the Project is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15.0 Dispute Resolution.

15.1 In the event that either Party has a dispute or deadlock arising under this Agreement which is not promptly resolved by the PAC, such dispute or deadlock shall be referred directly to a senior executive (who is not a member of the PAC) of each Party, who will be jointly be authorized to resolve any dispute or issue arising under this Agreement in an equitable manner.

15.2 The two designated senior executives shall meet, in person or by telephone, within fifteen (15) days after the date of such dispute or issue was submitted to them and shall attempt to resolve all disputes and issues arising hereunder promptly, equitably and in good faith.

15.3 If the designated senior executives are unable to resolve the dispute within fifteen (15) days after the date on which they commenced their attempt to resolve the dispute, then either Party may refer such dispute to the American Arbitration Association ("AAA"), which shall appoint one arbitrator empowered in good faith production to resolve the dispute through binding arbitration under the AAA commercial arbitration rules.

15.4 Judgment on an award rendered by the arbitrator hereunder may be entered in any court having jurisdiction.

16.0 Other Provisions.

16.1 Assignment. Except for assignments to wholly owned affiliates or collateral assignments by a Party solely for financing purposes which do not release such Party

from its obligations hereunder, a Party may not assign, subcontract or delegate any of its rights or obligations hereunder to any other person or entity without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion.

16.2 Non-exclusive License. As of the Effective Date, AltaRock hereby grants NCPA and the Project the right to use, on a non-exclusive basis, for no compensation, the AltaRock EGS technology being installed and used at the Project pursuant to the terms of AltaRock's standard EGS license agreement.

16.3 Consequential Damages Excluded. Notwithstanding anything to the contrary elsewhere herein, neither Party shall be liable, whether by way of indemnity or as a result of a breach of this Agreement or otherwise, for any indirect, incidental, exemplary, special, punitive or consequential damages, including without limitation, loss of revenue, cost of capital, loss of business reputation, or opportunity and costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

16.4 Licenses and Permits. AltaRock represents and warrants to NCPA that AltaRock and its subcontractors have all licenses, permits, qualifications and approvals which are legally required to practice their respective professions. AltaRock agrees to provide written verification of this representation and warranty to NCPA upon written request.

16.5 Escrow Agreement. In lieu of faithful performance and payment bonds, within five (5) business days of the Effective Date, AltaRock shall provide NCPA with an executed Escrow Agreement in the form and for the amount set forth in Appendix E ("Escrow Agreement"). The Escrow Agreement shall be in force and effect until the Demonstration Project is terminated.

16.6 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, AltaRock shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, vendor or a subcontractor or participant in, recipient of, or applicant for any services or programs provided by AltaRock under this Agreement.

16.7 Relationship of the Parties. This Agreement shall not be construed as creating any fiduciary or agency relationship of any nature between the Parties. Each Party is, in all of its capacities hereunder, acting under this Agreement as an independent contractor. Nothing contained in this Agreement shall be construed as creating or requiring any continuing relationship or commitment between the Parties other than is specifically provided herein. No Party shall be responsible hereunder for the acts or omissions of the other Party.

16.8 Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon delivery: (a) if delivered in person; (b) on the second (two) business day if delivered by registered first class mail, return receipt requested; or (c) on the first (one) business day after sending by reputable

overnight delivery service, to the addresses set forth below or to such other address as any Party may give notice of to the other Party.

If to NCPA:

James H. Pogg
General Manager
Northern California Power Agency
881 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael E. Dean
General Counsel
Meyers, Howe
575 Capitol Mall, Suite 1200
Sacramento, CA 95814

If to AltaRock:

Adrian Falay
Vice President, Business Development
AltaRock Energy, Inc.
2320 Marinette Way, Suite 300
Sausalito, CA 94965

With a copy to:

Steven M. Martin
Vice President & General Counsel
AltaRock Energy, Inc.
2320 Marinette Way, Suite 300
Sausalito, CA 94965

16.9 Press Releases. Any press release, publication and/or public communication describing or concerning the Project must be approved by both Parties in writing prior to release.

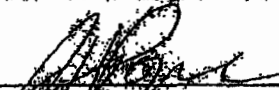
16.10 Amendments. No amendment, modification or waiver of this Agreement shall be valid or binding upon the Parties unless such amendment, modification or waiver shall be in writing and duly executed by both Parties.

16.11 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior understandings, correspondence and agreements, oral or written, between or among the Parties. If any part of this Agreement is determined or deemed to be void or unenforceable, the remainder of this Agreement shall not be affected thereby and any void or unenforceable provision shall be replaced by an enforceable provision, which to the greatest extent possible achieves the purpose intended by the Parties.

16.12 Survival. The provisions of Articles 9, 10, 13, 14, 15 and 16 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, NCPA and AltaRock have caused this Agreement to be duly executed as of the Effective Date.

NORTHERN CALIFORNIA POWER AGENCY

By 
James H. Pope
General Manager

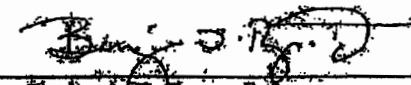
Date 5-20-2009

ATTEST

By 
Assistant Secretary of the Commission

Date 5-20-2009

APPROVED AS TO FORM

By 
Benjamin J. Hayes II
Assistant General Counsel

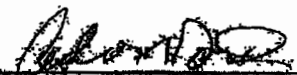
Date 5-19-09

ALTAROCK ENERGY, INC.

By 
Don Orsini
Chief Executive Officer

Date 5-19-09

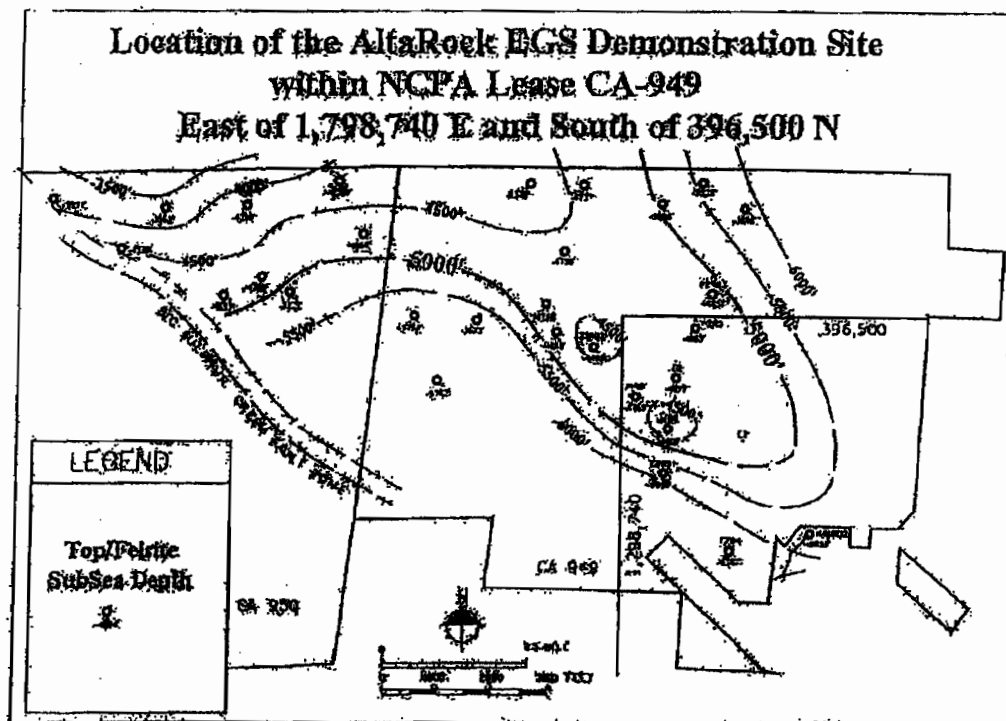
ATTEST

By 
Title U.P. Altarock Energy, Inc.

Date 5-19-09

APPENDIX A

Demonstration Site



APPENDIX B

Steam Quality and Quantity

Steam Quality: Any steam produced by AltaRock and delivered to the Gathering System during either Phase 1 or Phase 2 of the Project must be at a steam quality of 100% and at a pressure no less than the Gathering System's local line pressure. Steam which meets or exceeds the above criteria shall be considered "Quality Steam."

Alta Rock shall install measuring devices acceptable to NCPA that will ensure that Quality Steam is produced, and that will measure the quantity of steam delivered by the project to the Gathering System.

APPENDIX C

Steam Payments

Provided that the EGS steam delivered by AltaRock hereunder to NCPA is Quality Steam, NCPA shall pay AltaRock for the net energy generated using the EGS steam in the following manner:

1. The metered total of the pounds of Quality Steam delivered each month to NCPA, which will have been transported by the Gathering System to Unit 4 at NCPA's Plant #2, is to be multiplied by the Unit 4 conversion rate that is officially reported in NCPA's Plant Operations Report for that month, adjusted from pounds of steam per Gross KWH generated to pounds of steam per Net KWH generated, in order to calculate the net amount of electricity generated by the steam delivered by AltaRock.
2. NCPA shall pay \$31.75/KWH for the net generation calculated in the above manner, to be paid by NCPA within thirty (30) days of the end of each month that steam has been delivered to NCPA by AltaRock.

To the extent any portion of the steam delivered does not constitute Quality Steam, but nevertheless is used by NCPA, the Parties will agree on a satisfactory discounted price to reflect the value of the use by NCPA of such steam.

APPENDIX D

**U.S. Geothermal Lease CA-949
(See Attached)**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2800 Cottage Way
Sacramento, California 95825

Serial Number:

CA 950

"A"

SPECIAL STIPULATIONS AND CONDITIONS

GEYSERS AREA

The Lessee shall contact the Supervisor prior to the development of a plan of operation to be approved of practices which shall be followed or avoided in field development, including but not limited to road standards, road crossings, gates, cattleguards, fencing, erosion control, and surface rehabilitation.

The Lessee shall comply with the following special conditions and stipulations unless they are modified by the Lessee, the Supervisor, and the authorized officer.

1. Upon notification by the authorized officer that archeological values exist or are believed to exist in the leased lands, the Lessee will engage a qualified archaeologist acceptable to the BLM, the survey and salvage costs of archeological values in addition to any surface disturbance. The responsibility and cost of this survey and salvage will be that of the Lessee.
2. The Lessee shall participate in earthquake and land subsidence prevention and detection programs and shall be the leased area where determined to be necessary.
3. Mud pits and sums containing any additives toxic to wildlife will be protected from entry by birds and other wildlife.
4. Noise levels shall at all times be kept to a minimum and will never exceed 65 decibels at a distance of 1,000 feet from the source.
5. No clearing of ground cover for power transmission lines, except for tower or pole bases, shall be allowed.
6. All power and transmission lines will be designed to minimize loss of raptors and other large birds by electrification. Nonstandard conductors may be required.
7. The use of windbreaks or hedgerow trees, varieties and helicopter may be required to protect areas where necessary to protect the soil and other resources.
8. Disturbance of birds within the leased lands which are susceptible to fires, floods, earthquakes, and other events and adverse conditions shall be avoided wherever possible. If it is not possible for the Lessee to avoid these areas, the Lessee shall comply with proper erosion control and protection of soil movement practices required by the Supervisor.

All soil disturbances shall be reseeded by seedling and sod.

STATE OF CALIFORNIA
DEPARTMENT OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT

On this 18th day of October 1977, before me, Barbara Schmitt, a Notary Public in and for the County and State of California, personally appeared Walter J. Helms, known to me to be the owner, holder of title and authorized signatory, for the Bureau of Land Management, Department of the Interior, known to me to be the person who executed the within instrument on behalf of said Bureau of Land Management and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in these documents first above written.



Walter J. Helms
Walter J. Helms, a Notary Public in and for the County of Sacramento, State of California

My commission expires April 4, 1981.

END OF DOCUMENT

ORIGINAL

in recognition of the long and distinguished service rendered by the late Mr. [redacted] to the United States of America (Department called the "Army", "Navy", "War", the Bureau of Land Management (hereinafter called the "Bureau") or the Department of the Interior or the United States Department of the Interior), and

Overnighters walked the

[illegible][illegible]

National Resource Lands	Acquired Lands
<p>1. BEYERS KERN</p>	<p>2. BEYERS KERN</p>
<p>T. 12 N., R. 8 W., MD Mer. Sec. 3, Lots 1 through 3, NE 1/4, NW 1/4, SW 1/4, unperfected portion of Section 31. Sec. 4, Lots 1, 2, 3, NE 1/4 and NW 1/4, NE 1/4, NW 1/4. Both 5, NE 1/4.</p>	<p>3. BEYERS KERN Sec. 3, Lots 1 through 3, NE 1/4, NW 1/4, SW 1/4, unperfected portion of Section 31. Sec. 4, Lots 1, 2, 3, NE 1/4 and NW 1/4, NE 1/4, NW 1/4. Both 5, NE 1/4.</p>
<p>T. 12 N., R. 8 W., MD Mer. Sec. 31, NE 1/4 and NW 1/4. Sec. 32, unperfected portion of Lot 32, NW 1/4, NE 1/4, NW 1/4. Sec. 33, Lot 33, NE 1/4, NW 1/4. Total Area 1559.83 Acres</p>	<p>4. BEYERS KERN Sec. 31, NE 1/4 and NW 1/4. Sec. 32, unperfected portion of Lot 32, NW 1/4, NE 1/4, NW 1/4. Sec. 33, Lot 33, NE 1/4, NW 1/4. Total Area 1559.83 Acres</p>
<p>Total Area 1559.83 Acres</p>	<p>Total Area 1559.83 Acres</p>

1989-93

100

[REDACTED]

[REDACTED]

9. Exhibit 1

granting to the Lessee any right in any land outside the
 stated area.

[illegible][illegible][illegible][illegible]

ARTICLE 22. REMOVAL OF PROPERTY ON TERMINATION OR EXPIRATION OF LEASE.

[illegible]

Item #1. NUMBER OF DAYS ON DEFAULT

[illegible]

(4) Nothing herein shall limit an officer the right to file a motion for summary judgment or to file a motion for judgment on the pleadings.

5

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2800 Edwards Way
Flagstaff, Arizona 86001

BOX 3305 AGE 844

Serial Number:
CA 342

SPECIAL LIMITATIONS AND CONDITIONS

GENERAL NOTE

The lessee shall consult the supervisor prior to the development of a plan of operation to be approved of processes which shall be followed or avoided in field development, including but not limited to road standards, road crossings, gates, cattle guards, fences, erosion controls, and surface rehabilitation.

The lessee shall comply with the following special conditions and stipulations unless they are modified by the Bureau, the Supervisor, and the authorized officer.

1. Upon installation by the authorized officer that any electrical values exist or are believed to exist by the lessee, the lessee shall employ a qualified engineer to determine the location of any electrical lines or underground cables in advance of any surface disturbance. The responsibility and cost of this survey and cleanup shall be that of the lessee.

2. The lessee shall participate in waterway and land subsidence protection and restoration programs applicable to the leased area types determined to be necessary.

3. All water and water conveyance and structures shall be protected from entry by debris and other material.

4. No fence shall be set at any time to a height and will never exceed 65 feet in a stretch of 1,500 feet from the surface.

5. No structure or vehicle shall be placed, maintained, used, stored for, or used on any land, surface or below.

6. All power transmission lines shall be designed to withstand the effects of raptors and other birds which are common. Maintenance programs may be required.

7. The use of wide-clearance bridges, viaducts and high bridges may be required to protect areas where necessary to protect the soil and other resources.

8. Maintenance of surface water: The lessee shall maintain the surface water in a state of good health, including the removal of debris, silt, and other material which may be detrimental to the surface water. If it is not possible for the lessee to maintain the surface water in a state of good health, the lessee shall consult with the Supervisor for the protection of soil and other resources required by the Supervisor.

9. All water structures shall be designed by engineering and testing.

10. The lessee shall be responsible for the removal of debris and other material which may be detrimental to the surface water. The lessee shall maintain the surface water in a state of good health, including the removal of debris, silt, and other material which may be detrimental to the surface water. If it is not possible for the lessee to maintain the surface water in a state of good health, the lessee shall consult with the Supervisor for the protection of soil and other resources required by the Supervisor.

11. The lessee shall be responsible for the removal of debris and other material which may be detrimental to the surface water. The lessee shall maintain the surface water in a state of good health, including the removal of debris, silt, and other material which may be detrimental to the surface water. If it is not possible for the lessee to maintain the surface water in a state of good health, the lessee shall consult with the Supervisor for the protection of soil and other resources required by the Supervisor.

END OF DOCUMENT

[illegible]

BCH3305 PCH 839

RENTALS AND ROYALTIES

On March 1, 1970, the above named parties to the Lease entered into a Leasehold Agreement in which the parties agreed to lease the Leasehold Premises to the Lessee for a term of 10 years, commencing on the date of the execution of the Leasehold Agreement.

ARTICLE 1.00

1.01 The Leasehold Premises are situated in the City of New York, State of New York, and are more particularly described as follows: [REDACTED]

ARTICLE 2.00

2.01 The term of the Lease shall be for a period of 10 years, commencing on the date of the execution of the Leasehold Agreement, and shall terminate on the date of the expiration of the term of the Lease.

2.02 The Lessee shall have the right to use the Leasehold Premises for the purpose of [REDACTED]

2.03 The Lessee shall be responsible for the payment of all taxes and charges which may be levied or assessed against the Leasehold Premises.

2.04 The Lessee shall be responsible for the maintenance and repair of the Leasehold Premises, and shall be required to keep the same in good and serviceable condition.

2.05 The Lessee shall be responsible for the payment of all insurance premiums which may be required for the Leasehold Premises.

2.06 The Lessee shall be responsible for the payment of all utility charges which may be incurred by the Leasehold Premises.

2.07 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

2.08 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

2.09 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

the which recited under this lease the fact, however, in the event of any dispute between the parties, the Leasehold Agreement shall be deemed to be the final and conclusive evidence of the true intent and meaning of the parties.

3.01 The Lessee shall be responsible for the payment of all taxes and charges which may be levied or assessed against the Leasehold Premises.

3.02 The Lessee shall be responsible for the maintenance and repair of the Leasehold Premises, and shall be required to keep the same in good and serviceable condition.

3.03 The Lessee shall be responsible for the payment of all insurance premiums which may be required for the Leasehold Premises.

3.04 The Lessee shall be responsible for the payment of all utility charges which may be incurred by the Leasehold Premises.

3.05 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.06 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.07 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.08 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.09 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.10 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.11 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

3.12 The Lessee shall be responsible for the payment of all other charges which may be incurred by the Leasehold Premises.

nothing in the London any more in air told outside the
city of area.

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2. RE-ADJUSTMENT OF TERMS AND CONDITIONS
The terms and conditions of this lease shall then apply retroactively to the date of the original lease. The lessee shall be responsible for the cost of the leasehold improvements and the cost of the leasehold improvements shall be paid by the lessee. The lessee shall be responsible for the cost of the leasehold improvements and the cost of the leasehold improvements shall be paid by the lessee.

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PROPERTY ON TERMINATION OF



...the ...

STATE OF CALIFORNIA

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO

BOOK 3305 PAGE 842

On this 10th day of October, 1977, before me, Robert J. Smith, a Notary Public in and for the County and State aforesaid, personally appeared Walter F. Smith, known to me to be the owner of the above described property, and he acknowledged to me that he executed the within instrument for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.



Walter F. Smith
Notary Public in and for the County
of San Diego, State of California

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1954年12月12日，在北京市中南海怀仁堂，毛泽东主席接见中国文字改革委员会全体委员，并同他们合影留念。

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Page 10. Date: 10-10-58. To: Mr. J. Edgar Hoover, Director, FBI, Washington, D.C. From: Mr. J. Edgar Hoover, Director, FBI, Washington, D.C. Subject: [Illegible]

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APPENDIX E

Escrow Agreement
(See Attached)

ESCROW AGREEMENT

This Escrow Agreement dated this 14 day of May, 2009 (the "Escrow Agreement"), is entered into by and among Alabaska Energy, Inc. ("Alabaska"), Northern California Power Agency ("NCPA"), Alabaska and NCPA, collectively, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, as escrow agent ("Escrow Agent").

RENTALS

A. In lieu of a payment bond required pursuant to California Civil Code Section 3214, et seq., the Parties require Escrow Agent to hold the funds identified below in escrow and to disburse them as provided below so as to provide NCPA with assurance that vendors, subcontractors, and suppliers engaged by Alabaska and/or its agents or consultants to perform services at the Alabaska Demonstration site located on NCPA's leased geothermal property in Lake County, CA will be fully paid, and to compensate NCPA for any damages caused by drilling of wells E-7 and E-8 that are not otherwise covered by insurances maintained by Alabaska.

B. It is also expressly agreed that this Escrow Agreement is given to secure the payment by Alabaska of all just claims for equipment, material and supplies used or consumed in the performance of the work in connection with Alabaska's demonstration project ("Project") as set forth in that certain Demonstration and Development Agreement dated May 1, 2009 ("Development Agreement"), entered into by and between the Parties for the payment of all labor and mechanics for all labor performed in the work thereof in the Development Agreement, and for the payment of all supplies and subcontractors in conformity with the provisions of the aforesaid documents between the parties.

C. In addition, it is expressly agreed that this Escrow Agreement is established to secure that Alabaska maintain an adequate reserve during the course of its activities in drilling Wells E-7 and E-8 on NCPA's property for the stated period and for a specified period of time thereafter for the payment of claims relating to NCPA for property damage relating to Wells E-7 and E-8 that are not otherwise covered by insurances maintained by Alabaska, or (ii) may claim by third parties for property damages or other liability resulting from an indirect liability that is determined by the Parties to have been specifically caused by Alabaska's activities in drilling Wells E-7 and E-8.

D. Alabaska agrees to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE I ESCROW DEPOSIT

Section 1.1. Deposit of Escrow Property. Upon execution hereof, AltaRock shall deliver to the Escrow Agent the amount of Five Million Dollars (\$5M) (the "Escrow Property") in immediately available funds.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent written instruction signed by the Parties. Any investment earnings and income on the Escrow Property shall not become part of the Escrow Property and shall be disbursed to AltaRock as directed in writing by AltaRock.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment purchased by the Escrow Agreement, to deal with itself (in its individual capacity), or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements. Disbursements of the funds held in escrow shall be made as follows:

(a) After the date that AltaRock certifies in writing to NCPA that (i) the drilling of wells B-1 and B-2 is complete and NCPA Drilling, and all other subcontractors, vendors, and service providers who have been engaged by AltaRock to perform drilling work under the B-1 and B-2 agreements fully paid in full, as evidenced by retention of an Unconditional Waiver and Release Upon Final Payment in substantially the form required by the B-1 and B-2 agreements, attached hereto and incorporated as Exhibit B ("Lien Release") to AltaRock, and (ii) if applicable, any claim made by NCPA to AltaRock for property damage related to drilling of Wells B-1 and B-2 is covered by insurance maintained by AltaRock, and if by the fourth (4th) business day of receipt of such certifications and copies of Lien Release, NCPA does not dispute in writing either such certifications, then AltaRock shall direct the Escrow Agent to disburse to AltaRock all funds then held hereunder in excess of Five Hundred Thousand Dollars (\$500,000) by submitting to the Escrow Agent a copy of such certifications and Lien Release together with a written direction by AltaRock to make such disbursement, and shall copy NCPA in such direction.

(b) Notwithstanding the foregoing Section 1.3(a), if NCPA or AltaRock is served with a Stop Notice or Unconditional Lien anytime prior to the termination of the AltaRock

demonstration project, then AltaRock or NCPA, as applicable shall promptly provide a copy of such Stop Notice or Mechanics Lien to the other party; and, if such Stop Notice or Mechanics Lien is not removed to NCPA's satisfaction within five business days thereafter, NCPA shall direct escrow agent to withhold any disbursements of funds to AltaRock in an amount equal to the Stop Notice(s) or Mechanics Lien(s), plus an additional ten percent (10%). Upon receipt of Lien Releases to NCPA and AltaRock of any outstanding Stop Notice(s) or Mechanics Lien(s), NCPA shall direct the Escrow Agent to disburse the amounts withheld by submitting to the Escrow Agent a copy of the Lien Releases together with written direction to make such disbursement and shall copy AltaRock on such direction.

(c) After the disbursement referred to in subsection (b) above, a balance of five-hundred thousand dollars (\$500,000) shall continue to be held in escrow hereunder to ensure that AltaRock maintains an adequate cash reserve (until released pursuant to subsection (d) below) against any third party claims for property damage or other liability resulting from induced activities that is determined by a final court judgment to have been specifically caused by AltaRock's activities in drilling wells B-7 and B-8.

(d) Ninety (90) days after the date that the Parties' agreement related to AltaRock's demonstration project on NCPA property has terminated, for ninety days after the last drilling activity conducted by AltaRock, whichever is later, the Parties shall provide the Escrow Agent with joint written instructions to disburse the balance then remaining in escrow hereunder to AltaRock provided that: (i) no third party claims referred to in subsection (c) are then outstanding or (ii) if such claims are outstanding, AltaRock provides NCPA with an opinion of its outside counsel, certifying that AltaRock has meritorious defenses to such claims and is expected to prevail at trial based on such defenses, or that, regardless of the merits of AltaRock's defenses in any such claim, that AltaRock's insurance policies provide coverage for any such claim. If such opinion or certificate cannot be provided by AltaRock, but the amount of any such claims are less than the balance held in escrow, then the parties shall provide joint written instructions to the escrow agent to disburse to AltaRock the amount in excess of all such claim amounts, plus an additional ten percent (10%).

Section 1.4. Income Tax Allocation and Reporting

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by AltaRock, whether or not such income was disbursed during a such calendar year.

(b) Prior to closing, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate Form W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and supplied to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.4(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 1.5. Termination.

Upon the joint written direction of the Parties or upon other disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.4(b), 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform its obligations under this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original, or a copy of such agreement has been provided to the Escrow Agent, and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all duties pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or supplied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be indemnified as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction in which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful intent or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the termination or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY OF THE LOSSES OR EXPENSES ARISING OUT OF THE MATTERS COVERED HEREUNDER, OTHER THAN LOSSES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (3) PERSONAL INJURY OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or

removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint-written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit Q, which compensation shall be paid by AllBlock. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement, provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereto, or if any commercial controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date when the Escrow Agent is so charged, interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall, have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Disagreement. If any conflict, disagreement or dispute arises between, among, or involving any of the Parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the manner to be taken hereunder, the Escrow Agent is authorized to retain the Escrow Property until the Escrow Agent (i) obtains a final and appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) reaches a written agreement reached by each of the Parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to deliver the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) acts as mediator within its sole discretion, and upon the filing hereof, the Escrow Agent shall be relieved of all liability with the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in connection and maintaining any such inter-party action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be absorbed or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Assignment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, as required as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its jurisdiction is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

ARTICLE 4 MISCELLANEOUS

Section 4.1. Assignments and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other person shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2. Release. The Parties agree that under applicable state law, property which is presumed abandoned may, under certain circumstances, be deemed to be applicable state law. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by certified mail with return confirmation of receipt, (iii) by registered delivery with a certificate of receipt, overnight delivery service, or priority mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a party, it shall be given at the address for such party set forth below. It shall

be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to NEPA:

James H. Pope, General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Attention: Denise Dow, Assistant Secretary
Telephone: 916-781-3535
Facsimile: 916-781-4234

If to AlltelRock:

AlltelRock Energy, Inc.
2500 Wilderness Way, Suite 500
Sausalito, CA 94965
Attention: Allison Polay and Steven McArthur
Telephone: (415) 331-0430
Facsimile: (415) 331-6127

If to the Escrow Agent:

Wells Fargo Bank, National Association

Attention: _____, Corporate Trust and Escrow Services
Telephone:
Facsimile:

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 4.5. Entire Agreement. This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, supplemented, reformed, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waiver. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow

Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Borrow Agreement has been duly executed as of the date first written above.

Northern California Power Agency

Date: 26th May 2009

By [Signature]
James H. Fong, General Manager

Attest:

[Signature]
Denise Hsu, Assistant Secretary

Approved as to Form

[Signature]
Benjamin E. Hays II
Assistant General Counsel

Allegheny Energy Inc.

Date: 17th May 2009

By [Signature]
Donald C. Hest, CEO

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Borrow Agent

By _____
Name _____
Title _____

EXHIBIT A

**Agency and Custody Account Direction
For Cash Balances
Wells Fargo Money Market Deposit Accounts**

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as the undersigned shall direct further in writing from time to time, all cash in the Account(s) in the following money market deposit account of Wells Fargo Bank, National Association (Bank):

Wells Fargo Money Market Deposit Account (MMDA)

The undersigned understands that any deposits in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$100,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$100,000. The undersigned understands that deposits in the MMDA are not secured.

The undersigned acknowledges that it has full power to direct investments of the Account(s) which are held under escrow pursuant to this Agreement.

The undersigned understands that it may change this direction at any time and that it shall continue in effect until revoked or modified by the undersigned by written notice to you.

Authorized Representative
Alameda County, Inc.

Date

EXHIBIT B-1CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Alliant Energy, Inc. and are authorized to execute and/or execute under the Escrow Agreement referred to below and to initiate and execute, amend, terminate and other transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit (B-1) is attached, on behalf of Alliant Energy, Inc.

Name / TitleSpecimen Signature

Jim Turner
Senior Vice President
Title

James T. Turner
Signature

Adrian Foley
Vice President
Title

Adrian Foley
Signature

Steven McCreary
Vice President
Title

Steven McCreary
Signature

Danny Hoeker
Controller
Title

Danny Hoeker
Signature

Donald Orsini
Chief Financial Officer
Title

Donald Orsini
Signature

Blank
Title

Blank
Signature

EXHIBIT B-2

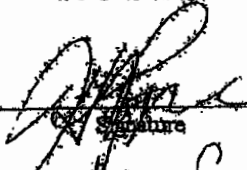
CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Northern California Power Agency and are authorized to participate under the Escrow Agreement referred to below and to initiate and approve disbursement of escrowed funds to Alliant Energy, Inc. from the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of Northern California Power Agency.

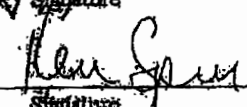
Name / Title

Specimen Signature

James H. Pope
General Manager


Signature

Ken Spear
Assistant General Manager


Signature

Barb Mosh
Manager, Regulatory Compliance


Signature

Murray G. Gable
Assistant General Manager


Signature